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Equal Employment Opportunity Commission v. Unicom Electric, Inc., et al.

Judge Christina A. Snyder

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Equal Employment Opportunity Commission v. Unicom Electric, Inc., et al.

Keywords

EEOC, Unicom Electric Inc. et al., 02-6937-CAS (JTLx), Consent Decree, Disparate Treatment, National Origin, Race, Sex, Hostile Work Environment, Utilities, Employment Law, Title VII

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

13 EQUAL EMPLOYMENT
 14 OPPORTUNITY COMMISSION,

15 BY Plaintiff,

16 vs.

17 UNICOM ELECTRIC, INC., et al.

18 Defendants.

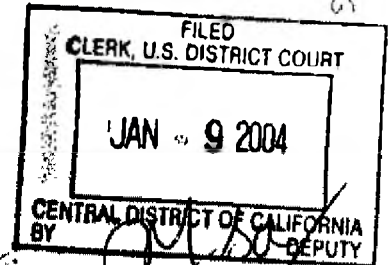
CASE NO. CV 02-6937-CAS (JTLx)

~~PROPOSED~~ CONSENT
 DECREE

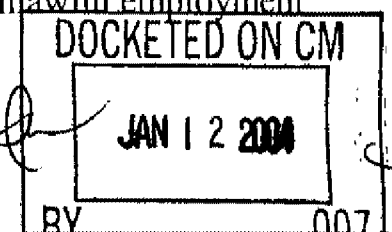
Honorable Christina A. Snyder

I. INTRODUCTION

22 On September 05, 2002, Plaintiff U.S. Equal Employment Opportunity
 23 Commission ("EEOC" or "Commission") instituted this lawsuit, entitled *EEOC v.*
 24 *Unicom Electric, Inc., d/b/a UNICOM Global Systems Solutions and Unity in*
 25 *Communications; and Does 1-10 Inclusively*, Case Number 02-6937-CAS
 26 (JTLx), under Title VII of the Civil Rights Act of 1964, as amended, and Title I
 27 of the Civil Rights Act of 1991, to correct allegedly unlawful employment



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1 practices on the basis of race, sex and national origin harassment and to make
2 whole Marie Younger, Adriana Preciado, Marc Sorko-Ram (hereafter "Charging
3 Parties"), and other persons similarly situated and aggrieved by Defendant's
4 allegedly unlawful practices (hereafter "Class Members"). The Commission
5 alleged that Defendant unlawfully harassed the above-identified persons and
6 others based on their race, sex, and/or national origin. Unicom denied these
7 allegations and any liability.

8 **II. JURISDICTION**

9 The Court has jurisdiction over the parties and the subject matter of this
10 lawsuit, pursuant to 28 U.S.C. Section 451, 1331, 1337, 1343, 1367 and 42
11 U.S.C. 2000e-5. The Court shall retain jurisdiction of this action during the
12 duration of the Decree for the purposes of entering all orders, judgments and
13 decrees which may be necessary to implement and/or enforce the relief provided
14 herein or to otherwise effectuate the purposes of the Decree.

15 **III. PURPOSES OF THIS DECREE**

16 In the interest of resolving this matter, and as a result of having engaged in
17 comprehensive settlement negotiations the EEOC and Defendant (hereinafter
18 referred to as "the Parties") have agreed that this action should be finally resolved
19 by entry of this Consent Decree ("Decree"). The Parties have entered into this
20 Decree for the following purposes:

- 21 1. To provide monetary and injunctive relief;
- 22 2. To ensure that Defendant's employment practices comply with
23 federal law;
- 24 3. To ensure training for Defendant's managers and employees with
25 respect to their obligations under Title VII; and
- 26 4. To provide an appropriate and effective mechanism for handling
27 harassment complaints in the workplace.

28 ///

1 **IV. FINDINGS**

2 Having examined the terms and provisions of this Decree and based on the
3 pleadings, record and stipulation of the Parties, the Court finds the following:

- 4 a The Court has jurisdiction over the Parties and the subject matter of
5 this action. The Complaint asserts claims that, if proven, would
6 authorize the Court to grant the relief set forth in this Decree.
- 7 b The terms and provisions of this Decree are adequate, fair,
8 reasonable, equitable and just. The rights of the Defendant, the
9 Commission and those for whom the Commission seeks relief are
10 protected adequately by this Decree.
- 11 c This Decree conforms with the Federal Rules of Civil Procedure and
12 Title VII and is not in derogation of the rights and privileges of any
13 person. The entry of this Decree will further the objectives of Title
14 VII and will be in the best interest of the Parties.

15 **V. RESOLUTION OF CLAIMS**

16 The Parties agree that this Decree resolves all claims arising out of EEOC
17 Charge Nos. 340A01305, 340A01306, and 340A01307, and the complaint filed
18 in this action, and constitutes a complete resolution of all claims under Title VII
19 that were made or could have been made by the Commission in this action. The
20 Decree does not, however, resolve any future charges or charges that may be
21 pending with the Commission other than the charges specifically referred to in
22 this paragraph or those that may be released by Eligible Claimants pursuant to
23 this Decree.

24 **VI. DURATION AND EFFECTIVE DATE OF DECREE**

25 The duration of this Decree shall be three (3) years from the date of entry
26 of the Decree, provided that Defendant has substantially complied with the terms
27 of this Decree. Defendant shall be deemed to have substantially complied if the
28 Court has not made any findings or orders during the term of the Decree that the

1 Defendant has failed to comply with any terms of this Decree. In the event that
2 Defendant has not substantially complied, the duration of this Decree may be
3 extended by Court order to effectuate its purposes. The Decree shall be deemed
4 effective (the "Effective Date") as of the date upon which the Court executes the
5 Decree.

6 **VII. DECREE ENFORCEMENT**

7 If the Commission has reason to believe that the Decree has been breached,
8 the Commission may bring an action before this Court to enforce the Decree.

9 Prior to initiating such action, the Commission shall notify Defendant and
10 Defendant's legal counsel of record in writing of the nature of the dispute. This
11 notice shall specify the particular provision(s) that the Commission believes
12 has/have been breached. A thirty (30) day dispute resolution period ("Dispute
13 Resolution Period") will be provided from the date of notice, prior to the
14 institution of any legal proceeding, absent a showing that the delay will cause
15 irreparable harm. The Parties agree to cooperate with each other and use their
16 best efforts to resolve any dispute referenced in the EEOC notice of dispute
17 during the Dispute Resolution Period.

18 After the expiration of the Dispute Resolution Period, the Commission may
19 initiate an enforcement action in this Court, seeking all available relief, including
20 an extension of the duration of the Decree for such time as the Defendant is
21 shown to be out of compliance.

22 The Commission may petition this Court for compliance with this Decree
23 at any time during which this Court maintains jurisdiction over this action.
24 Should the Court determine that the Defendant has not complied with this Decree,
25 in whole or in part, it may impose appropriate relief, including but not limited to
26 the imposition of attorneys' fees and costs on the Defendant and extension of the
27 duration of this Decree for such a period as may be necessary to remedy the
28 Defendant's non-compliance.

VIII. MODIFICATION AND SEVERABILITY

This Decree constitutes the complete understanding of the parties with respect to the matters contained within it. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the Parties.

If one or more provisions of the Decree are rendered unlawful or unenforceable, the parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order to effectuate the purposes of the Decree. If the parties are unable to reach agreement, the Court shall order appropriate alternative provisions in order to effectuate the purposes of the Decree. Should one or more provisions of this Decree be deemed unlawful, all other lawful and enforceable provisions will remain in full force and effect.

IX. INJUNCTIVE RELIEF

A. Non-Discrimination

1. Harassment Based on Race, Sex (female), and National Origin

Defendant, their officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree not to: create a hostile work environment on the basis of race, sex (female), and/or national origin or otherwise harass such persons in the terms and conditions of employment, and/or policies or practices.

2. Retaliation

Defendant, their officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree not to engage in, implement or permit any action, policy or practice with the purpose of retaliating against any current or former employee of Defendant, or either of them, because he or she has in the past, or during the term of this Decree: (a) opposed any practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such practice; (c)

1 testified or participated in any manner in any investigation (including without
2 limitation, any internal investigation undertaken by Defendant), proceeding in
3 connection with this case and/or relating to any claim of a Title VII violation; (d)
4 was identified as a possible witness or claimant in this action; (e) asserted any
5 rights under this Decree; or (f) sought and/or received any relief in accordance
6 with this Decree.

7 B. Posting

8 The Notice of the terms of this Decree, attached hereto as Exh. A, shall be
9 posted, and remain, in at least two (2) clearly visible locations frequented by
10 employees in Defendant's facility during the term of this Decree.

11 C. EEO Consultant

12 Within thirty (30) days of the Effective Date of this Decree, Defendant
13 shall retain the services of an EEO Consultant, who the Parties jointly select.
14 Each party shall propose three (3) consultants to select from. If the parties are
15 unable to agree on an EEO consultant, the proposed consultants will be presented
16 to the Honorable Magistrate Judge Margaret A. Nagle who will then select from
17 the list of six (6) proposed consultants. The EEO Consultant will perform
18 services to ensure compliance with this Decree as outlined in §§ IX D through IX
19 E *infra*. All costs incurred for the EEO Consultant's services will be paid by
20 Defendant.

21 D. Revision and Distribution of Anti-Harassment Policy and Procedures

22 Defendant's anti-harassment policy shall be evaluated to include, at a
23 minimum, the following:

- 24 1. A strong and clear commitment to a workplace free from
25 harassment and retaliation;
- 26 2. A clear and comprehensive description of race, sex
27 (female), and/or national origin harassment and
28 retaliation including examples;

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3. A statement encouraging employees to come forward if they believe that they have been harassed or retaliated against for complaining about discrimination;
4. A description of the possible consequences, up to and including termination that will be imposed upon violation of the policy against race, sex (female), and/or national origin harassment and retaliation;
5. A statement of commitment to maximally feasible confidentiality for persons who bring complaints about race, sex, and/or national origin harassment or retaliation;
6. An assurance that persons who in good faith complain about race, sex, and/or national origin harassment they experienced or witnessed will not be subject to retaliation;
7. A statement that Defendant's race, sex, and/or national origin harassment policy applies to all persons, including but not limited to the Defendant's owners, shareholders, directors, officers, other management officials, supervisors, vendors, suppliers, third parties, and customers; and
8. The contact information including name (if applicable), address, and telephone number of persons both internal (i.e. human resources) and external to Defendant (i.e. EEOC and outside consultant) available to handle complaints concerning the company president or other company officials at a similarly high level of Defendant company's hierarchy) to whom employees may report

1 race, sex, and/or national origin harassment and
2 retaliation, including a written statement that the
3 employee may report the harassment to designated
4 persons outside their chain of management.

5 Defendant shall promptly issue its modified Anti-harassment policy and
6 procedure statement to all employees. Each employee shall sign an
7 acknowledgment that they have received and read the policy. The same
8 acknowledgment shall be required of all newly hired employees at the start of
9 their employment.

10 E. Establishment of Anti-Harassment/Retaliation Policies for
11 Complaints Regarding Jeffrey Lo and/or High Management Officials

12 The EEO Consultant will assist Defendant to establish and/or evaluate
13 policies of race, sex, and/or national origin harassment; effective policies of
14 taking and investigating race, sex (female), and/or national origin harassment;
15 and a Hotline for reporting race, sex (female), and/or national origin harassment
16 and/or retaliation, which number shall be published in the Anti-harassment
17 policy. The Hotline shall be in operation Monday through Friday, from 8:00 a.m.
18 to 8:00 p.m. and will be available for complaints regarding harassment,
19 retaliation, and/or other discrimination by Defendant company's president,
20 shareholder(s), officer(s), Jeffrey Lo, and/or any other similarly high level
21 Defendant company officials.

22 The EEO consultant will investigate harassment, discrimination and/or
23 retaliation complaints. After such investigations, the EEO consultant will
24 recommend appropriate remedial measures that Unicom must carry out unless for
25 good cause shown by Defendant to Judge Margaret A. Nagle that the
26 recommended remedial measure is too burdensome. In such case the EEOC and
27 Unicom shall meet and confer within twenty (20) days of the consultant's
28 recommended remedial measures. Such meet and confer must be complete

1 twenty-one (21) days before Defendant can file a notice motion to show good
2 cause with Judge Nagle. The EEO Consultant shall provide both parties with its
3 investigative report, recommendations and investigation file ten (10) days prior to
4 the meet and confer regarding Defendant's proposed motion to show good cause
5 against implementation of the remedial measures.

6 F. Training

7 Defendant shall provide and require all current and new personnel to attend
8 harassment training once every year for the term of this Decree, the first annual
9 training to be completed no later than ninety (90) days after the effective date of
10 this Decree. The EEO Consultant shall oversee the training required under this
11 Decree. The initial training proposed to be given shall be presented to the EEOC
12 in the presence of both counsel, along with the written materials, prior to the
13 training being conducted at the offices of Unicom. If the EEOC is not reasonably
14 satisfied as to the sufficiency of the training, the parties shall jointly select
15 another trainer/consultant to conduct the training.

16 At a minimum, the non-discrimination training programs shall include the
17 following:

- 18 1. Instruction on the requirements of all applicable equal
19 employment opportunity ("EEO") laws including, but not
20 limited to its prohibition against race, sex (female), and/or
21 national origin harassment and retaliation;
- 22 2. A review of Defendant's non-discrimination, non-retaliation
23 policies and of the specific requirements of this Decree; and
- 24 3. Training of management, and human resources personnel in
25 dealing with race, sex (female), and/or national origin
26 harassment and discrimination complaints, including but not
27 limited to advising management and supervisory personnel of
28 their duty to actively monitor their work areas to ensure

- 1 employee compliance with Defendant's race, sex, and/or
2 national origin harassment policy and to report any incidents
3 and/or complaints of race, sex, and/or national origin
4 harassment, and/or retaliation. Training of management and
5 human resources personnel on race, sex, and/or national origin
6 harassment and retaliation related duties may be conducted
7 separately from training of non-managerial employees; and
8 4. Defendant' President/CEO, or an official of the same or higher
9 ranking shall appear in person at all of the training sessions
10 required under this Section in order to reiterate Defendant's
11 race, sex (female), and/or national origin harassment policies,
12 to affirm that such harassment shall not be tolerated, and to
13 encourage employees who believe that they have been victims
14 of such harassment to utilize the complaint procedure
15 established by Defendant.

16 G. Claimant-Specific Injunctive Relief

17 Within ten (10) days of the Effective Date of this Decree, Defendant shall:

- 18 1. Segregate from the personnel files of each Charging Party and
19 Class Member all references to the charges of discrimination
20 filed against Defendant or their participation in this action.
21 All of Defendant's records pertaining to the charges of
22 discrimination filed by Marie Younger, Adriana Preciado, and
23 Mark Sorko-Ram and this litigation shall be maintained
24 confidentially and segregated from the Charging Parties and
25 Class Members' personnel files. None of these segregated
26 documents shall be voluntarily disclosed except as required by
27 law;
28 2. Remove and segregate from the personnel files of each

Charging Party the following documents: EEOC 0254, EEOC 0257, EEOC 0355-0361, EEOC 0366, EEOC 0486, EEOC 581-583, EEOC 584, and EEOC 0595-0596, and Preciado 003;;

3. Remove and destroy the following documents from each of the Charging Parties' personnel file: EEOC 0256, EEOC 0346-0351, EEOC 0362-0363, EEOC 0481-0485, and EEOC 0585; and

4. Defendant will limit employment reference inquiries related to Charging Parties Marie Younger, Adriana Preciado, Marc Sorko-Ram, and Class Members Marina Areas, Mary Bell, Alicia Castillo, Eric Moore, Kaife Saddler, Lourdes Valenzuela, and Alfredo Vega to verifying whether the Charging Party or Class Member was employed by Defendant, job title, and the time period of such employment. This duty will be designated through Unicom's employees designated to handle human resources duties, and can not be Jeffrey Lo, Linda Lo or any person related to Jeffrey Lo.

H. Record-Keeping and Reporting Requirements

1. Record-Keeping

Defendant shall maintain the following documents and will make them available to the Commission within ten (10) days following a written request from the Commission to Defendant:

- a. All documents generated in connection with all complaints of race, sex (female), and/or national origin harassment, and/or retaliation and all investigations and resolution of such complaints for the duration of the Decree;
- b. All forms acknowledging employees' receipt of Defendant's

1 revised or modified race, sex (female), and/or national origin
 2 harassment and retaliation policies;

- 3 c. A list of all persons who attend training required under this
 4 Decree;
- 5 d. All documents generated in connection with the monitoring
 6 and counseling of persons determined to have engaged in race,
 7 sex (female), and/or national harassment and/or retaliation;
 8 and
- 9 e. All documents generated in connection with confidential
 10 inquiries into whether any complainant believes he/she has
 11 been subjected to retaliation.

12 2. Reporting

13 a. Initial Reports

- 14 i. Within ninety (90) days of the Effective Date of this
 15 Decree, Defendant shall submit to the Commission a
 16 report which contains:
- 17 (a) A statement confirming that the required Notice
 18 of Terms of the Decree has been posted;
- 19 (b) The revised race, sex (female), and/or national
 20 harassment and retaliation policy, if any;
- 21 (c) All employee acknowledgment forms indicating
 22 receipt of the revised anti-harassment and
 23 retaliation policy;
- 24 ii. Confirmation of the establishment of the
 25 harassment/retaliation hotline for complaints concerning
 26 the company's president or similarly high company
 27 officials; and
- 28 iii. Confirmation that the Claimant-Specific injunctive

1 relief has been carried out.

2 b. Periodic Reports

3 i. Ten (10) days prior to any training required under this
4 Decree, Defendant will mail by regular mail to the
5 Commission:

6 (a) The proposed race, sex (female), and/or
7 national harassment and non-retaliation
8 training material;

9 (b) The identity of the person(s) and/or
10 organization(s) conducting the training
11 programs; and

12 (c) The dates, times and locations of each of
13 the training sessions.

14 ii. Within one hundred twenty (120) days of the
15 Effective Date of the Decree, and every 6 months
16 thereafter for the duration of the Decree,
17 Defendant will provide the EEOC a report
18 containing the following information:

19 (a) The lists of all persons who attended each
20 training for all trainings required under
21 this Decree that took place within the six
22 (6) months prior to the report;

23 (b) Acknowledgment of receipt of the
24 harassment/retaliation policies for all
25 employees hired within the preceding six
26 (6) months period;

27 (c) Copies of all race, sex (female), and/or
28 national origin harassment and retaliation

1 complaints made since the submission of
2 the immediately preceding report
3 hereunder;

4 (d) A statement of the result of each
5 investigation into the complaint. If no
6 result has been reached at the time of the
7 report, the result shall be submitted within
8 five (5) business days of the final
9 determination on the complaint.

10 (e) The identities (by name, address and
11 telephone number) of the complainant and
12 person who received the complaint; and

13 (f) Copies of the confidential inquiries into
14 potential retaliation issued within the six
15 (6) months prior to the report.

16 **X. MONETARY RELIEF**

17 In settlement of all monetary claims of Marie Younger, Adriana Preciado,
18 Marc Sorko-Ram, Marina Areas, Mary Bell, Alicia Castillo, Eric Moore, Kaife
19 Saddler, Lourdes Valenzuela, and Alfredo Vega, other than attorneys' fees and
20 costs, Defendants agrees to pay a total of Three Hundred Fifty Thousand Dollars
21 (\$350,000.00) to be distributed among these individuals by the EEOC at its
22 discretion. Defendant shall pay the total amount as follows: \$100,000 within 30
23 days of entry of this Consent Decree, and \$50,000 each month thereafter for a
24 payment total of \$350,000. Within thirty (30) days of the Court's entry of this
25 Consent Decree the EEOC shall provide in writing to Defendant the specific
26 monetary distribution that is to be provided to each of the Charging Parties and
27 Class Members, their respective addresses where the check should be delivered,
28 and a schedule for payment to each of the Charging Parties and Class Members.

1 Within three (3) business days of the issuance of each check, Defendant shall
2 submit a copy of each check and related correspondence to the Regional
3 Attorney, United States Equal Employment Opportunity Commission, 255 East
4 Temple Street, 4th Floor, Los Angeles, CA 90012.

5 Defendant shall prepare and distribute 1099 tax reporting forms to each of
6 the Charging Parties and Class Members and shall make appropriate reports to the
7 Internal Revenue Service and other tax authorities. Defendant shall be solely
8 responsible for any costs associated with the issuance and distribution of the 1099
9 tax reporting forms to each of the Charging Parties and Class Members.
10 Charging Parties and Class Members shall be solely responsible for taxes
11 payable, if any, on their respective portion of settlement proceeds.

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XI. COSTS

All costs associated with executing the consent decree and the distribution of the settlement funds to Charging Parties and Class Members shall be paid by Defendant, including without limitation, all costs related to the issuance and mailing of checks.

All parties, through the undersigned, respectfully apply for and consent to the entry of this Consent Decree Order.

Respectfully submitted,

For Plaintiff EEOC:

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Anna Y. Park

Sue J. Noh

Elizabeth Esparza-Cervantes

By: 

Anna Y. Park

Attorneys for Plaintiff

Dated: ^{January} December 16, 2003⁴

For Defendant UNICOM ELECTRIC, INC:

LEVINSON, KAPLAN, ARSHONSKY &
KURTZ, A.P.C.

Robert A. Levinson

Stuart L. Leviton

By: 

Robert A. Levinson

Attorneys for Defendant

Dated: December 22, 2003

For Defendant UNICOM ELECTRIC, INC:

UNICOM ELECTRIC, INC

Jeffrey Lo

By: 

Jeffrey Lo

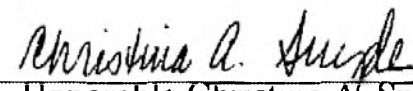
President of Defendant

Dated: December 30, 2003

FOR GOOD CAUSE SHOWN,

IT IS SO ORDERED

Dated: 1/9/04



Honorable Christina A. Snyder

SCANNED



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Los Angeles District Office

255 E. TEMPLE STREET, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90012
1-800-669-4000
(213) 894-1000
TDD (213) 894-1121
FAX (213) 894-1301

NOTICE OF SETTLEMENT AND CONSENT DECREE

TO: ALL EMPLOYEES OF UNICOM ELECTRIC, INC.:

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Central District of California against *Unicom Electric, Inc., d/b/a UNICOM Global Systems Solutions and Unity in Communications; and Does 1-10 Inclusively*, Case Number 02-6937-CAS (JTLx). The EEOC's lawsuit alleged that UNICOM subjected three Charging Parties and a class of similarly situated current and former Unicom employees to unlawful harassment based on their race, sex, and/or national origin. UNICOM settled the case by entering into a "Consent Decree" with the EEOC agreeing to company-wide implement injunctive relief including, but not limited to, providing a confidential, outside Hotline for reporting harassment and paying monetary relief to the individuals represented by the EEOC in the lawsuit.

Pursuant to the Consent Decree, UNICOM is providing notice to all of its employees that it will not tolerate discrimination of any kind. Alleged violations of UNICOM policy against harassment will be thoroughly investigated. Individuals found to have violated that policy will be subject to discipline up to and including termination of employment. All employees will undergo training to correct and prevent unlawful harassment and discrimination toward employees.

Individuals who believe that they have been subjected to unlawful harassment or retaliation by Unicom's president and owner, Jeffrey Lo, or other similarly high level company official can make an internal complaint to _____, equal employment opportunity consultant, at 1 (800) _____.

Regardless of whether you complain internally with Unicom, you have an absolute right to file a charge with the EEOC if you feel that you have been discriminated in violation of federal employment discrimination laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1990, the Americans with Disabilities Act or the Equal Pay Act. In particular, if you feel that you have been retaliated against because of the filing of a charge of discrimination, giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing, you should contact the EEOC immediately.

Federal law prohibits harassment based on sex, race, and/or national origin, and discrimination against any employee or applicant for employment because of a person's age, disability, race, sex, color, religion or national origin, with respect to hiring, compensation, promotions, discharge, terms and conditions or privileges of employment.

UNICOM is committed to complying with federal anti-discrimination laws in all respects. UNICOM will not tolerate sex, race, or national origin harassment, or discrimination against any persons because of their sex, national origin, age, race, color, religion, or disability; and will not tolerate retaliation that violates Title VII, the Age Discrimination in Employment Act, the Americans with Disabilities Act or the Equal Pay Act.

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If you believe that you have been harassed based on race, sex, and/or national origin, discriminated against because of your sex, national origin, age, race, color, religion, or disability, or retaliated against for complaining about discrimination by UNICOM, you may follow UNICOM's internal procedure and/or you may seek assistance from:

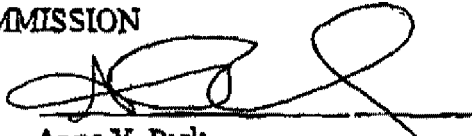
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
Los Angeles, CA 90012
TELEPHONE NUMBER: (800) 669-4000

You may obtain a copy of the settlement document ("Consent Decree") at your expense. To obtain a copy, you must contact the Office of the U.S. District Court Clerk at 312 N. Spring Street, Los Angeles, CA 90012.


It is so ORDERED this _____ day of _____, 200_____.

Honorable Christina A. Snyder

All parties, through the undersigned, respectfully apply for and consent to the entry of this Consent Decree Notice.
Dated: January 7, 2004

For Plaintiff EEOC:
U.S. EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
By: 
Anna Y. Park
Attorneys for Plaintiff

Dated: January 7, 2004

For Defendant UNICOM ELECTRIC, INC.:
Levinson & Kaplan, A.P.C.
By: 
Robert A. Levinson
Attorneys for Defendant

DECLARATION OF SERVICE

I am, and was at the time the herein mentioned service took place, a citizen of the United States, over the age of eighteen (18) years and not a party to the above-entitled cause.

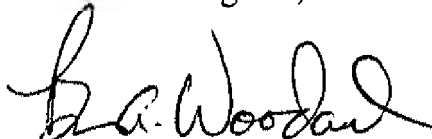
I am employed in the Legal Unit of the Los Angeles District Office of the United States Equal Employment Opportunity Commission.

My business address is Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple Street, Fourth Floor, Los Angeles, CA 90012.

On the date that this declaration was executed, as shown below, I served the foregoing **[PROPOSED] CONSENT DECREE** via regular mail in a sealed envelope with postage therein fully prepaid and via facsimile at Los Angeles, County of Los Angeles, State of California, to the party below:

Robert A. Levinson, Esq.
Stuart L. Leviton, Esq.
Levinson, Kaplan, Arshonsky, & Kurtz
16027 Ventura Boulevard, Suite 600
Encino, CA 91436
(818) 385-3445

I declare under penalty of perjury that the foregoing is true and correct
Executed on January 7, 2004 at Los Angeles, California.



Brian Woodard